

PHILIP M. MILLER (SBN 87877)  
KIMBERLY A. HANCOCK (SBN 205567)  
ANNE M. BEVINGTON (SBN 111320)  
SALTZMAN & JOHNSON LAW CORPORATION  
44 Montgomery Street, Suite 2110  
San Francisco, CA 94104  
Telephone: (415) 882-7900  
Facsimile: (415) 882-9287  
pmiller@sjlawcorp.com  
khancock@sjlawcorp.com  
abevington@sjlawcorp.com

UNITED STATES DISTRICT COURT

FOR THE NORTHERN DISTRICT OF CALIFORNIA

SERVICE EMPLOYEES INTERNATIONAL ) Case No.: 3:12-cv-4494-JST  
UNION NATIONAL INDUSTRY PENSION )

FUND; STEPHEN ABRECHT, Trustee, ROD ) **JOINT STIPULATION FOR**  
BASHIR, Trustee; KEVIN J. DOYLE, Trustee; ) **VOLUNTARY DISMISSAL WITH**  
MYRIAM ESCAMILLA, Trustee; STEVEN W. ) **PREJUDICE OF SOL HEALTHCARE,**  
FORD, Trustee; EDWARD J. MANKO, ) **LLC, a California limited liability**  
Trustee; FRANK A. MAXSON, Trustee; JOHN ) **company, d/b/a CORE Healthcare**  
J. SHERIDAN, Trustee; LARRY T. SMITH, ) **Centers; SOLNUS TWO, LLC, a**  
Trustee; DAVID STILWELL, Trustee, ) **California limited liability company,**  
Plaintiffs, ) **d/b/a Oakland Healthcare & Wellness**  
vs. ) **Center; SOLNUS THREE, LLC, a**  
EMPLOYEE EQUITY ADMINISTRATION, ) **California limited liability company,**  
INC., a California corporation, d/b/a Westline ) **d/b/a Roseville Point Health & Wellness**  
Medical Management, *et al.*, ) **Center; SOLNUS FOUR, LLC, a**  
Defendants. ) **California limited liability company,**  
 ) **d/b/a San Pablo Healthcare & Wellness**  
 ) **Center; SOLNUS EIGHT, LLC, a**  
 ) **California limited liability company,**  
 ) **d/b/a The Rehabilitation Center of**  
 ) **Oakland; SOL MAJER; SHLOMO**  
 ) **RECHNITZ**

**JOINT STIPULATION**

IT IS HEREBY STIPULATED by Plaintiffs and Defendants SOL HEALTHCARE, LLC, a California limited liability company, d/b/a CORE Healthcare Centers; SOLNUS TWO, LLC, a California limited liability company, d/b/a Oakland Healthcare & Wellness Center; SOLNUS THREE, LLC, a California limited liability company, d/b/a Roseville Point Health & Wellness Center; SOLNUS FOUR, LLC, a California limited liability company, d/b/a San Pablo

1 Healthcare & Wellness Center; SOLNUS EIGHT, LLC, a California limited liability company,  
 2 d/b/a The Rehabilitation Center of Oakland; SOL MAJER; and SHLOMO RECHNITZ,  
 3 (hereinafter, collectively, the "SOL Defendants"), through their respective counsel, that pursuant  
 4 to the Settlement Agreement between the Plaintiffs and the SOL Defendants, this Court dismiss  
 5 SOL HEALTHCARE, LLC, a California limited liability company, d/b/a CORE Healthcare  
 6 Centers; SOLNUS TWO, LLC, a California limited liability company, d/b/a Oakland Healthcare  
 7 & Wellness Center; SOLNUS THREE, LLC, a California limited liability company, d/b/a/  
 8 Roseville Point Health & Wellness Center; SOLNUS FOUR, LLC, a California limited liability  
 9 company, d/b/a San Pablo Healthcare & Wellness Center; SOLNUS EIGHT, LLC, a California  
 10 limited liability company, d/b/a The Rehabilitation Center of Oakland; SOL MAJER; and  
 11 SHLOMO RECHNITZ only from this action with prejudice, with all such parties to bear their  
 12 own costs and attorneys' fees, and retain jurisdiction over this matter to enforce the Settlement  
 13 Agreement if any action is required to enforce the Settlement Agreement after the dismissal with  
 14 prejudice is entered by this Court. *See generally Kokkonen v. Guardian Life Ins. Co. of America*,  
 15 511 U.S. 357, 381 (1994); *Hagestad v. Tragesser*, 49 F.3d 1430, 1432 (9th Cir. 1995).

16 IT IS SO STIPULATED.

17 Dated: May 5, 2014 SALTZMAN & JOHNSON LAW CORPORATION

18 By: /s/ Kimberly A. Hancock  
 19 KIMBERLY A. HANCOCK  
 Attorneys for Plaintiffs

21 I, Kimberly A. Hancock, hereby attest, pursuant to N.D. Cal. General Order No. 45, that  
 22 the concurrence to the filing of this document has been obtained from each signatory hereto.

23  
 24 Dated: May 5, 2014 JACKSON LEWIS P.C.

25 By: /s/ David R. Johanson  
 26 DAVID R. JOHANSON  
 Attorneys for the SOL Defendants

28

**ORDER**

Pursuant to the Settlement Agreement between Plaintiffs and the SOL Defendants, and good cause appearing:

IT IS HEREBY ORDERED that SOL HEALTHCARE, LLC, a California limited liability company, d/b/a CORE Healthcare Centers; SOLNUS TWO, LLC, a California limited liability company, d/b/a Oakland Healthcare & Wellness Center; SOLNUS THREE, LLC, a California limited liability company, d/b/a Roseville Point Health & Wellness Center; SOLNUS FOUR, LLC, a California limited liability company, d/b/a San Pablo Healthcare & Wellness Center; SOLNUS EIGHT, LLC, a California limited liability company, d/b/a The Rehabilitation Center of Oakland; SOL MAJER; and SHLOMO RECHNITZ only are dismissed from this action with prejudice, the parties to bear their own costs and attorneys' fees.

IT IS FURTHER ORDERED that this Court shall expressly retain jurisdiction over this matter to enforce the Settlement Agreement if any action is required to enforce the Settlement Agreement after the dismissal with prejudice is entered by this Court. *See generally Kokkonen v. Guardian Life Ins. Co. of America*, 511 U.S. 357, 381 (1994); *Hagestad v. Tragesser*, 49 F.3d 1430, 1432 (9th Cir. 1995).

IT IS SO ORDERED.

Dated: May 6, 2014

